

MEMORANDUM

DECEMBER 20, 1984

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: STEPHEN COYLE, DIRECTOR

SUBJECT: SOUTH END URBAN RENEWAL AREA, PROJECT NO. MASS. R-56
AUTHORIZATION TO THE DIRECTOR TO EXECUTE A LICENSE
AGREEMENT WITH ROSIE'S PLACE INC. FOR EARLY ENTRY
TO PARCEL SE-94 AT 901-905 HARRISON AVENUE, PRIOR
CONVEYANCE

SUMMARY: This memorandum requests that the Authority authorize the Director to execute a License Agreement for early entry with Rosie's Place Inc. in anticipation of constructing a new facility located at 901-905 Harrison Avenue, prior to conveyance.

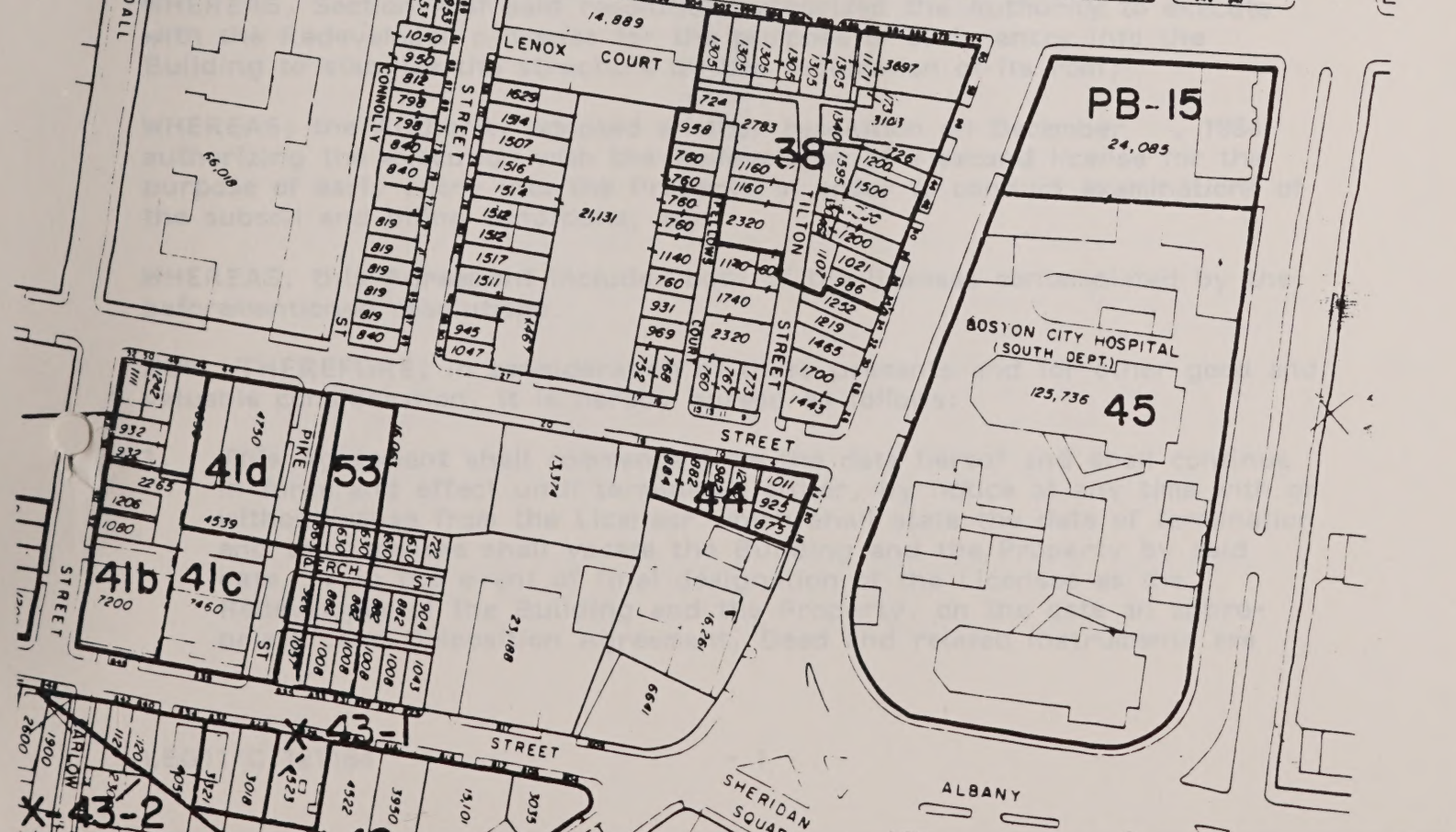
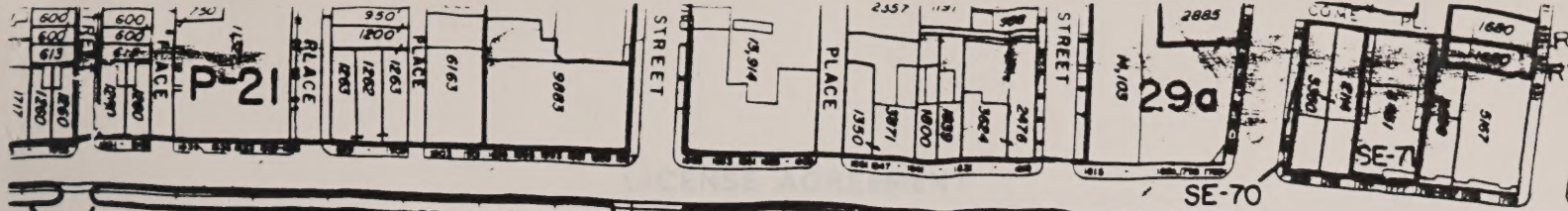
On October 18, 1984, Rosie's Place Inc. of 1662 Washington Street was tentatively designated as redeveloper of Parcel SE-94 which contains a three-story brick building and 29,832 square feet of vacant land, located at 889-905 Harrison Avenue. Also, the Authority granted permission for early entry for the purpose of stabilizing 889 Harrison Avenue. The developer now requests permission to enter the site to examine pilings remaining on the site after the demolition of St. Philip's Church to determine whether they can support new construction. Approval of this action will facilitate the design of the new facility.

The License Agreement requires the licensee to assume all expenses for the work and to comply with applicable codes and ordinances. Further, the licensee must obtain prior to entry liability insurance naming the Authority as co-insured and in addition a liability policy in the name of the Authority.

It is, therefore, recommended that the Authority authorize the Director to enter into a License Agreement with Rosie's Place Inc., substantially in the form as attached.

An appropriate Vote follows:

VOTED: That the Director, be and hereby, is authorized to execute and deliver a License Agreement for early entry with Rosie's Place, Inc., to stabilize the existing building and to conduct examinations of subsoil and piling conditions on the vacant land, both within Reuse Parcel SE-94/889-905 Harrison Avenue of the South End Urban Renewal Area, substantially in the form as attached; said License Agreement includes the additional provision that the Authority receive primary insurance coverage.



LICENSE AGREEMENT
BY AND BETWEEN
BOSTON REDEVELOPMENT AUTHORITY
AND
ROSIE'S PLACE, INC.

This Agreement (the "Agreement") is made as of the day of December, 1984, by and between the Boston Redevelopment Authority (the "Authority and the "Licensor"), a public body, politic and corporate, created and existing pursuant to Chapter 121B of the Massachusetts General Laws, as amended, and Rosie's Place, Inc., a corporation duly organized and existing under Chapter 180 of the Massachusetts General Laws and having a place of business at 1662 Washington Street, Boston, Massachusetts (the "Redeveloper" and the "Licensee").

WITNESSETH

WHEREAS, the Authority adopted a resolution on October 18, 1984 tentatively designating the Licensee as the Redeveloper of an existing building located at 889 Harrison Avenue, commonly known as St. Philip's Rectory (the "Building") and the vacant land (the "Property") which constitute collectively Reuse Parcel SE-94/889-905 Harrison Avenue of the South End Urban Renewal Area, Project No. Mass R-56, subject to the terms and conditions stated therein (a copy of the resolution is attached hereto as Exhibit "A" and made a part hereof);

WHEREAS, Section 4 of said resolution authorized the Authority to execute with the Redeveloper a license for the purpose of early entry into the Building to stabilize the structure by the restoration of its roof;

WHEREAS, the Authority adopted another resolution on December , 1984 authorizing the execution with the Redeveloper of a second license for the purpose of early entry into the Property in order to conduct examinations of the subsoil and piling conditions; and

WHEREAS, this Agreement includes both of the licenses contemplated by the beforementioned resolutions.

NOW, THEREFORE, in consideration of these presents and for other good and valuable consideration, it is hereby agreed as follows:

1. This Agreement shall commence from the date hereof and shall continue in force and effect until terminated either, by notice at any time with or without cause from the Licensor which shall state the date of termination and the Licensee shall vacate the Building and the Property by said date, or in the event of final designation of the Licensee as the Redeveloper of the Building and the Property, on the date an appropriate Land Disposition Agreement, Deed and related instruments are

executed respectively with and by the Authority, whichever occurs first. Notwithstanding such termination, the Licensee shall remain liable for all obligations theretofore accrued by it hereunder and the obligations of the Licensee under Paragraphs 3, 4, 5, 6, 7, and 9 shall survive the termination of the Agreement, but otherwise the Licensee's obligations shall not survive termination.

2. The Licensor shall make available the Building and the Property in their then condition, "as is", it being agreed that, during the period of this Agreement, the Licensee shall have the opportunity to examine the same in all respects. The Licensor has made no representations or warranties of any kind with respect to such condition and it shall have no obligation to do any work on or with respect to the Building or the Property, or the respective condition thereof.
3. The Licensee immediately after submission to the Licensor of the evidence of insurance required by Paragraph 8 hereof shall be authorized respectively, to enter and inspect the Building and undertake such tests, surveys and examinations as it determines, and perform whatever work that shall be necessary to stabilize the Building, including the restoration of the existing roof (the "stability work"), and to enter and inspect the Property and undertake such tests, surveys and examinations of the existing subsoil and piling conditions as it determines (the "subsoil examination work"), subject to the following procedure. Within seven (7) business days after submission of evidence of insurance, the Licensee shall submit a stability and subsoil examination program to the Licensor for approval and shall complete such work to the satisfaction of the Licensor within thirty (30) business days of receipt of such approval, unless the completion date is extended, and approval of any requests by the Licensee for extension of the completion date shall not be unreasonably withheld. If the Licensor disapproves the work program on the basis that additional work is required to adequately stabilize the Building and upon notice thereof to the Licensee, it declines to perform such additional work for any reason, the Licensor may at its option by notice terminate this Agreement. The Licensor shall have the right to review all aspects of the work performed hereunder in order to insure that such work is undertaken in a manner and to the extent consistent with the obligations of the Licensee under this Paragraph and Paragraph 4 below.
4. The Licensee after completion of the stability work referred to in Paragraph 3 above shall periodically inspect the Building to ascertain its then condition and keep the Licensor fully and currently advised of such condition or any changes therein. If at any time during the period of this Agreement, the Licensor determines that further stability work is needed and it by notice requires the Licensee to complete such work within a reasonable time, the Licensee shall not unreasonably withhold its agreement to perform such work, otherwise failure to comply therewith to the satisfaction of the Licensor shall constitute cause for termination of this Agreement.
5. The Licensee agrees to, undertake reasonable measures to secure the Building in order to prevent unauthorized entry, including but not limited to installing barriers or locks on all entrances and exits and

placing appropriate barriers on all windows or other measures satisfactory to the Licensor, and to cover or backfill any excavations or holes in the Property resulting from the subsoil examination work or other measures satisfactory to the Licensor to prevent injury to persons or property.

6. The Licensee agrees that all tests, surveys and examinations undertaken by it, all stability or subsoil examination work done by it for or with respect to the Building, the Property or any part thereof and the measures undertaken to secure the Building and the Property shall be at its sole cost and expense without liability to the Licensor and in this regard the Licensor shall not be obligated to reimburse the Licensee, its employees, agents, contractors and/or sub-contractors for any funds expended, that the same shall be undertaken in compliance with all applicable laws and regulations, and that the Licensee shall have the responsibility to secure all required permits and approvals for such work.
7. The Licensee hereby agrees to defend, indemnify and hold harmless the Licensor, its members, officers and employees from and against all actions, claims, costs, fees, expenses, liabilities and damages (including attorneys fees and costs of investigation and litigation) whatsoever which may be incurred or for which liability may be asserted as a result of any activities undertaken by or for the Licensee in its implementation of this Agreement or its work with respect to the Building and the Property. The Licensor shall give notice to the Licensee of any such actions, claims, costs, fees, expenses, liabilities or damages.
8.
 - a. Before entering the Building and the Property or commencing work the Licensee shall submit copies of its Workmen's Compensation, Manufacturers' and Contractors' Public Liability Insurance and Comprehensive Property Liability Insurance policies to the Licensor or other evidence of insurance. It shall similarly submit its contractors' and/or sub-contractors' policies of similar insurance before each commences work. Such insurance shall be carried with financially responsible insurance companies, licensed in the State and shall be kept in force until the Licensee's work is completed to the satisfaction of the Licensor. Contracts of insurance (covering all operations under this Agreement) which expire before the Licensee's work is completed to the satisfaction of the Licensor shall be renewed. Failure to maintain the insurance coverage required hereunder shall be a breach of this Agreement and the Licensor shall have the right in addition to any other remedy to terminate this Agreement. For purposes of this Paragraph and Paragraphs 8(c) and (d) below, the term "evidence of insurance" shall mean certificates of insurance where the Licensor is named as the certificate holder.
 - b. The Licensee shall carry or require that there be carried Workmen's Compensation Insurance for all its employees and those of its contractors and/or or sub-contractors engaged in work at the Building and the Property, in accordance with State Workmen's Compensation Laws. The Licensee shall give written or printed notice to all persons under contract of hire with it and to every person with

whom it is about to enter into a contract of hire, that it has provided for payment to injured employees by insuring as provided under Chapter 152 of the Massachusetts General Laws. The foregoing shall also apply to contractors and sub-contractors. The form of notice to be posted is prescribed by the Department of Industrial Accidents of the Commonwealth of Massachusetts.

- c. The Licensee shall carry or require that there be carried Manufacturers' and Contractors' Public Liability Insurance with limits of Five Hundred Thousand (\$500,000) Dollars for injury or death to one person and One Million (\$1,000,000) Dollars for injury or death to more than one person in a single accident, to protect the Licensee and its contractors or sub-contractors against claims due to accidents which may occur or result from operations under this Agreement. Such insurance shall cover the use of all equipment, hoists, motor vehicles on the Property or hauling materials or debris from the same. The Licenser shall be named as co-insured on such policy, and in the evidence of insurance.
 - d. The Licensee shall carry, during the life of this Agreement, Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand (\$500,000) Dollars for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of not less than One Million (\$1,000,000) Dollars for all damages arising out of injury to or destruction of property. The Licenser shall be named as co-insured on such policy, and in the evidence of insurance.
 - e. The Licensee shall provide the Licenser an insurance policy written in the name of the Licenser, its members, officers, and employees for any liability which might be incurred against them as a result of any operations of the Licensee or its contractors or sub-contractors. Such insurance shall provide for a limit of not less than \$500,000 for all damages arising from bodily injuries to or death of one person, and subject to that limit for each person, a total limit of not less than \$1,000,000 for all damages arising out of bodily injuries to or death to two or more persons in any one accident; and not less than \$500,000 for all damages arising out of injury to or destruction of property in any one accident; and subject to that limit per accident, a total (or aggregate) limit of not less than \$1,000,000 for all damages arising out of injury to or destruction of property.
9. The Licensee agrees that upon termination of this Agreement in accordance with Paragraph 1 hereof, other than for final designation, it shall vacate the Building and the Property and remove all rubbish, debris and non-indigenous material which was placed thereon by said Licensee or its contractors, and or sub-contractors during the period hereof, and shall restore or remedy any damage to the Building or the Property resulting from its tests, surveys or examinations thereof or any of its stability or subsoil examination work.

10. The Licensee shall not discriminate in its hiring practices nor will it allow any of its employees, agents, contractors and or sub-contractors to discriminate upon the basis of race, color, sex, religion or national origin in regard to its activities and work required hereunder.
11. a. Time is of the essence in the performance of this Agreement, and the parties hereto shall diligently, promptly and punctually perform the obligations required to be performed by each of them and shall diligently, promptly and punctually fulfill the conditions applicable to each of them.
- b. The waiver by the Licensor or any breach of any term or condition herein contained shall not be deemed to be a waiver or any subsequent breach of the same or any other term or condition herein contained.
- c. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- d. No member, officer or employee of the Licensor shall be personally liable to the Licensee in the event of any default or breach by the Licensor or for any amount which may become due to the Licensee or on any obligation under the terms of this Agreement.
- e. Whenever under this Agreement, notices, approvals, submittals, satisfactions, requests or waivers are required or permitted the same shall be effective and valid only when given in writing signed by a duly authorized officer or person of the respective parties.

Any notice, approval, submittal, satisfaction, request or waiver required or desired to be given pursuant to this Agreement, shall be in writing and shall be personally served or, in lieu of personal service, by depositing same in the United States mail, postage prepaid, certified or registered mail. If addressed to the Licensor, its address is:

Stephen F. Coyle, Director
Boston Redevelopment Authority
One City Hall Square / 9th Floor
City Hall
Boston, Massachusetts 02110

and if addressed to the Licensee, its address is:

Rosie's Place, Inc.
1662 Washington Street
Boston, Massachusetts 02118
Attn: Development Coordinator

Either party may change its respective address by giving written notice to the other in accordance with the provisions hereof.

- f. Nothing herein shall constitute the relation between the parties hereto to be other than an independent one, it being their intent that this Agreement shall not constitute a partnership or a joint venture.
- g. In its discretion, the Licensor may waive, amend or alter any conditions herein contained to be performed by the Licensee for its benefit with the consent of the Licensee.
- h. The Licensee may not assign any of its rights or obligations hereunder without the prior approval of the Licensor, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered as of the date first above written.

Approved As To Form:

Boston Redevelopment Authority

Arthur E. Shea, Chief General Counsel
Boston Redevelopment Authority

Stephen Coyle, Director

Rosie's Place, Inc.

Title:

MEMORANDUM

OCTOBER 18, 1984

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: STEPHEN COYLE, DIRECTOR

SUBJECT: SOUTH END URBAN RENEWAL AREA, PROJECT NO. MASS. R-56
TENTATIVE DESIGNATION AND LICENSE AGREEMENT
REUSE PARCEL SE-94/889-905 HARRISON AVENUE

Summary: This memorandum requests that the Authority tentatively designate Rosie's Place Inc. of 1662 Washington, Boston, as redeveloper of the building and vacant land located at 889-905 Harrison Avenue. The building and land are contained within Reuse Parcel SE-94 in the South End Urban Renewal Area. It is also requested that the Authority grant permission for early entry for the purpose of stabilizing the vacant structure.

Reuse Parce SE-94, the former St. Philip's Church and Rectory, located at 889-905 Harrison Avenue in the South End Urban Rnewal Area, was acquired by this Authority, on June 23, 1967. On April 26, 1981, the main church structure was severely damaged by fire. The fire, followed by lack of development interest, after advertisement, led to the subsequent demolition of the church. The parcel containing approximately 32,300 square feet, now consists of 29,832 square feet of vacant land and a three story brick, former rectory standing on 2,168 square feet.

On June 14, 1984, development interest was expressed by Rosie's Place Inc. to redevelop the site. Rosie's Place Inc. is a non-profit chartered group which, for over ten years has offered services to the women who find themselves among the homeless in the streets of Boston. They have provided a safe environment where women can come and bring their children for a nourishing meal, clothing and overnight shelter. The present site at 1662 Washington Street, damaged by fire, on April 29, 1984, will soon be rehabilitated. However, the need for their services has grown and they now are seeking to expand their services to a larger facility.

Their proposal calls for the rehabilitation of the former rectory into an emergency shelter offering twenty beds, and office area. The proposal also envisions new construction on the vacant land which would accommodate a daily meal program, clothing program and rooms for activities such as reading, music and other opportunities for social experience. Other site improvements would include a patio, lawn and garden area, and a playing field protected by fencing. It is also their hope to create a park-like atmosphere which, in part, would be available to and used by neighborhood residents. Rosie's Place Inc.'s expansion plans and commitment to work with their neighbors have also been reviewed and have received widespread support from area residents and neighborhood groups.

The total development cost has been estimated at \$935,000. According to the financial information furnished, it has been indicated that Rosie's Place Inc. currently has seventy-two percent of these projected costs in hand, in their cash reserves, and expects to receive funds in the form of donations and grants sufficient to cover the total development cost. If in the event, they cannot raise funds before costs fall due, the Bank of Boston has indicated a willingness to provide funding up to \$300,000.

Rosie's Place Inc. also requests permission for early entry into the former rectory at 889 Harrison Avenue for the purpose of restoration of the roof. The purpose would be to preclude further damage to the interior of the building as any further deterioration might seriously jeopardize its redevelopment.

Should the Authority tentatively designate Rosie's Place Inc., they will submit final working drawings for the project, which will conform with the Authority's Standards and Guidelines, and with the South End Urban Renewal Plan.

I, therefore, recommend that the Authority tentatively designate Rosie's Place Inc., as redeveloper of the building and vacant land located at 889-905 Harrison Avenue. It is also recommended that Rosie's Place Inc., be granted permission for early entry for the purpose of stabilizing the building, located within Reuse Parcel SE-94 in the South End Urban Renewal Area.

An appropriate Resolution is attached.



RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RE: TENTATIVE DESIGNATION OF REDEVELOPER
DISPOSITION PARCEL SE-94
IN THE SOUTH END URBAN RENEWAL AREA
PROJECT NO. MASS. R-56

WHEREAS, the Boston Redevelopment Authority, (hereinafter referred to as the "Authority"), has entered into a contract for loan and capital grant with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provides for financial assistance in the hereinafter identified Project; and

WHEREAS, the Urban Renewal Plan for the South End Urban Renewal Area, Project No. Mass. R-56, (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, State and Federal law; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal financial assistance under said Title I, including those prohibiting discrimination because of race, color, sex, religion or national origin; and

WHEREAS, Rosie's Place, Inc. has expressed an interest in and has submitted a satisfactory proposal for the development of Disposition Parcel SE-94 in the South End Urban Renewal Area; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment;

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That Rosie's Place, Inc. be and hereby is tentatively designated as Redeveloper of Disposition Parcel SE-94 in the South End Urban Renewal Area subject to:

- (a) Concurrence in the proposed disposal transaction by the Department of Housing and Urban Development;
- (b) Publication of all public disclosure and issuance of all approvals required by the Massachusetts General Laws and Title I of the Housing Acts of 1949, as amended;
- (c) Submission within ninety (90) days in a form satisfactory to the Authority of:
 - (i) Evidence of the availability of necessary equity funds, as needed; and
 - (ii) Evidence of firm financial commitments from banks or other lending institutions; and

(iii) Final Working Drawings and Specifications; and

(iv) Proposed development and rental schedule.

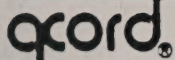
2. That disposal of Parcel SE-94 by negotiation is the appropriate method of making the land available for redevelopment.

3. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practicable feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

4. That the developer be and hereby are authorized to enter into a License with the Authority for the purpose of early entry into 889 Harrison Avenue for the purpose of stabilizing the structure. Said License shall further provide that the Licensee shall obtain liability insurance naming the Authority as co-insured and Licensee agrees to indemnify and hold harmless the Authority from any liability and/or damage, resulting from the Licensee's use of the premises. Said License to include such other terms and conditions as the Director deems proper and in the best interest of the Authority.

5. That the developer be and hereby are authorized to petition the Board of Appeals for any zoning changes that may be necessary to complete the proposed development.

6. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004).



CERTIFICATE OF INSURANCE

SET TAB STOPS AT ARROWS

ISSUE DATE (MM/DD/YY)

12/13/85

PRODUCER

Frank B. Hall & Co. of Mass, Inc.
89 Broad Street
Boston, MA. 02110

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** International Surplus Lines Ins.Co.

COMPANY LETTER **B** St. Paul Insurance

COMPANY LETTER **C** Aetna C & S

COMPANY LETTER **D** Safety Mutual Casualty Corp.

COMPANY LETTER **E**

INSURED

Rosie's Place, Inc.
1662 Washington Street
Boston, MA.

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE MM/DD/YY	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	To be advised	10/17/84	10/17/85	BODILY INJURY	\$	\$
	☒ COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	☒ PREMISES/OPERATIONS				BI & PD COMBINED	\$ 500	\$ 500
	☒ UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PERSONAL INJURY	\$	
	☒ PRODUCTS/COMPLETED OPERATIONS						
	☒ CONTRACTUAL						
B	AUTOMOBILE LIABILITY	569JT3381	3/5/84	3/5/85	BODILY INJURY PER PERSON	\$ 250	
	☐ ANY AUTO				BODILY INJURY PER ACCIDENT	\$ 500	
	☐ ALL OWNED AUTOS (PRIV. PASS.)				PROPERTY DAMAGE	\$ 100	
	☐ ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$	
	☒ HIRED AUTOS						
D	EXCESS LIABILITY	UM No. 25052	10/17/84	10/17/85	BI & PD COMBINED	\$ 2,000	\$ 2,000
	☒ UMBRELLA FORM						
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	006JC641392840-CAA	7/4/84	7/4/85	STATUTORY	\$ 100	EACH ACCIDENT
						\$ 500	DISEASE POLICY LIMIT
						\$ 100	DISEASE-EACH EMPLOYEE
OTHER							

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Boston Redevelopment Authority - Additional Insureds under General Liability Policy and Excess Policy No. 25052, in respect of Item 2 only.

Rehabilitation & Construction of Building at No. 889-905 Harrison Ave., Boston, MA.

CERTIFICATE HOLDER

Boston Redevelopment Authority
1 City Hall Square
Boston, MA. 02201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

